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UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

Chapter 11

In re	Case No. 18-23538 (RDD)
SEARS HOLDINGS CORPORATION, et al.,	(Jointly Administered)
Debtors.	

**OBJECTION TO NOTICE OF ASSUMPTION AND ASSIGNMENT OF ADDITIONAL
CONTRACTS AND DESIGNATION OF LEASES**

COMES NOW BrightView Landscape Services, formerly known as The Brickman Group, Ltd. (“BrightView”), and objects to the Notice of Assumption and Assignment of Additional Contracts and Designation of Lease filed by Transform Holdco LLC (“Transform”) [Docket No. 3023] (the “Notice of Assumption”). In support of its Objection, BrightView states as follows:

Transform seeks to assume a landscaping and snow removal contract executed by Sears Holdings Corporation and BrightView in 2015. No cure amount is listed in the Notice of Assumption, however. Indeed, the cure amount sections of Exhibit 1 submitted in support of

Tranform's Notice are blank. The pre-petition amount owed to BrightView to be cured in order for Transform to assume BrightView's contract pursuant to Section 365(b) of the Bankruptcy Code is \$78,787.37. BrightView objects to Transform's assumption of the BrightView contract unless its cure amount of \$78,787.37 is paid upon assumption.¹

Dated: April 9, 2019
New York, NY

MCGRAIL & BENSINGER LLP

/s/ Pearl Shah

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¹ This objection is filed with a complete reservation of rights with respect to any post-petition amounts that may be owed to BrightView. Neither the filing of this objection nor the contents thereof should be deemed or construed to waive any administrative expense claim that BrightView might have.